



Liability and Release

Amendment to Sycamore Canyon Equestrian Owner Boarding Agreement:

1 - This amendment (the "Amendment") is made by Sycamore Canyon Equestrian Center (hereafter referred to as "Sycamore Canyon") and _____ (hereinafter referred to as "Boarder"), parties ("Parties") to the Sycamore Canyon Equestrian Boarding agreement and related amendments (hereafter collectively referred to as the "Agreement").

2 - The Parties mutually agree to amend the Agreement as follows: Release of Liability: Sycamore Canyon nor its owners, employees, representative, heirs, agents, or attorneys or the City of San Dimas or its employees, representative, agents, or attorneys (hereinafter collectively referred to as "Released Parties"), shall not be liable for any harm or injury, including death, to the Boarder's horse, nor shall the Released Parties be liable for any damage or destruction to the Boarder's equipment, personal property, or horse trailer. Indemnification and Hold Harmless: The Boarder agrees to indemnify and hold harmless the Released Parties against any and all claims, suits, actions brought by any party for any harm, destruction or death to the Boarder's horse or personal property, equipment, or horse trailer. 3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

3 - Additional Risks Posed by Wildfires

I understand that portions of the Western United States are at elevated risk of wildfires throughout the year. Wildfires are, by their nature, fast-moving, unpredictable, and dangerous. Wildfires can change course, forcing the farm to undertake emergency evacuations of horses and, with sufficient time, equipment, from the farm's facilities. Wildfires can bring flames, sparks, and hot objects. However, despite its best efforts, Sycamore Canyon Equestrian Center cannot guarantee that it can prevent or limit all wildfire losses.

I understand that in an emergency situation caused by wildfires in the area where the farm is located, Sycamore Canyon Equestrian Center (as well as the farm's employees, agents, contractors, representatives, and/or assistants) will undertake reasonable evacuation and mitigation efforts in good faith to minimize injury to or loss of horses and equipment on the farm's premises and/or in the farm's care, custody, or control. Depending on numerous circumstances during a wildfire – including lack of availability of staff, trailers, trucks, fuel, traffic, visibility, severity of fire conditions, unstable ground or road conditions, risks to humans,

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and governmental directives restricting access or activity – Sycamore Canyon Equestrian Center response and mitigation efforts could potentially result in some horses receiving attention, while other horses may not receive attention.

I acknowledge and agree that Sycamore Canyon Equestrian Center will proceed as reasonably as possible should a wildfire emergency occur that threatens to cross the farm's property. However, I understand that even with the best advanced planning, and the best efforts in response to a wildfire, there is never a guarantee that the farm can save every horse on its property and save all equipment on the farm's property.

Boarder

Signature: _____

Printed Name: _____

Dated: _____

Horse Owner

Signature: _____

Printed Name: _____

Dated: _____

Sycamore Canyon: _____

Dated: _____

Printed Name:

Lauree Adair, President

Sycamore Canyon Equestrian Center, Inc.

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